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Statement on

IMPORTATION OF JAPANESE FARM WORKERS

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CALIFORNIA STATE FEDERATION OF LABOR

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The California State Federation of Labor, representing more than 1,400,000 wage earners in California, calls for an end to the Japanese farm labor importation scheme under which both American and Japanese workers are abused for employer profit.

The importation of Japanese aggravates an already critical farm labor problem in California.

Fundamentally, there is no need for the importation of any foreign farm workers. Labor "shortages" in the state's agricultural areas are artificial in that Americans refuse to accept the inferior wages and conditions imposed on domestic farm workers by employer bodies.

Latest figures on unemployment in California show a total of 244,000 jobless workers as of March, 1957. (Source: State Department of Employment; Division of Research & Statistics, State Department of Industrial Relations.)

Adequate wages, hours, and conditions of employment would quickly eliminate the misnamed shortage of domestic workers in the

farm areas.

The farm labor crisis has already been worsened by the importation of Mexican workers. As of March 31, 1957, there were 37,248 Mexican contract workers employed on California farms. (Source: Bureau of Employment Security, U. S. Department of Labor.)

There is absolutely no shortage of Mexican workers, and hence, no possible justification for the importation of Japanese workers. Mr. Rocco Siciliano, Assistant Secretary of Labor, and other Department spokesmen have in recent months frequently cited the availability of Mexican workers.

While we still challenge the need for Mexican workers, we have taken all possible steps to protect both U. S. and Mexican farm hands under that importation program.

We note that certain measures of protection do guard the Mexican worker.

For example, his terms of employment are regulated by an international agreement between the United States and Mexico. The

treaty has numerous limitations, but it at least constitutes a vehicle for responsible action in both nations.

The Japanese worker is the prisoner of two agreements: (1) the General Agreement between the Japanese Council for Supplementary Agricultural Workers and a given growers association, and (2) the Japanese Agricultural Worker Agreement between the worker and the employer unit.

For purposes of brevity, we shall refer to the first agreement as the "General Agreement."

The Council for Supplementary Agricultural Workers of Japan, a party to the General Agreement, is actually the government of Japan. The council is subsidized and supervised by the Japanese government; the council functions under the jurisdiction of the Ministry of Foreign Affairs and the Ministry of Agriculture and Forestryof the Government of Japan.

For purposes of clarity, we shall in the agreement analysis refer to the council as the government of Japan.

The Japanese Agricultural Worker Agreement is a shocking document of labor exploitation. It pretends to represent contract conditions between the employer body and the worker. And yet, its conditions may be altered at any time by action of the government of Japan and the employer unit. By its own provision, the worker has no right to participate in agreement amendments.

This agreement ties the Japanese worker to a period of employment for a six months period, subject to renewal every six months up to three years.

As we shall prove, point by point, the Japanese farm labor scheme recalls the worst aspect of our own colonial beginning.

We have in this captive labor force the "indentured servants" of the 17th century, toiling in California fields month after month, shackled to a contract that no civilized nation should tolerate.

The participation of certain giant California growers in such a promotion is not surprising, for they have long visited similar despotisms on their fellow Americans. That the government of Japan

should join in the pact is a disappointment to all who hope for the rise of a democratic Japan.

We act here in defense of both the American and Japanese worker. Our American position requires no explanation. We are bound to the Japanese worker by a common cause and a common humanity. In the formal sense, we are allied with the workers of Japan through the International Confederation of Free Trade Unions. In a more local sense, we have been this very month, seeking state legislative adoption of a California Fair Employment Practices Commission law which would outlaw discrimination in hiring based on race, color, creed or national origin. It is significant that farm employer groups opposed this FEPC measure in Sacramento.

We believe it essential, therefore, to protest this brutal treatment of our Japanese brothers.

By terms of their servitude in the agricultural slums of California, they will bring back to Japan a frightening picture of American life.

We herewith list eight major inequities of the farm labor scheme:

(1) The Japanese worker remains an "indentured servant" or "wage slave" until he serves out the cost of his round trip between Japan and the United States.

Under terms of Article 17 of the U. S.-Mexican agreement, the employer must, at his expense, provide the Mexican worker round trip transportation and subsistence expenses between the Reception Center in Mexico and the place of employment in the United States.

The Japanese worker, however, must pay for his substantial round trip travel costs between Japan and the United States. Under normal conditions, this becomes a financial impossibility in the six month work period.

Assuming the Japanese worker makes 75¢ an hour in a 48-hour week, he may toil for more than his initial six month contract period, as explained below, to pay for his transportation expenses. Incidentally, the 75¢ per hour figure, selected for purposes of illustration, is the present state minimum wage for virtually all women and minors; it is significant to note that California farm employers

refuse to grant this minimum wage protection to American women and minors employed on their farms.

In his typical work week, the Japanese farm hand will realize a gross wage of $36.00 (48 x .75) $36.00

The required weekly deductions follow:

A.	Meals	$12.25	
B.	"Welfare" fund	1.80	
C.	Off-job insurance	1.00	
D.	50% of "net" earnings above $20 (sent to account in Japan)	.48	
		$15.53	15.53

Remaining Weekly Earnings $20.47

Weeks required to meet minimum commercial plane rate of $878.00 (round trip) 43 weeks

Weeks required to meet minimum commercial ship rate of $600.00 (round trip) 29 weeks

The above calculations mean that the Japanese worker may be employed for 10 months in the event of air travel or more than six months in the event of ship travel before he has met the financial terms of his transportation. Agreements covering his employment nowhere provide for special travel fare or for assurances that his fare will not be above the cited commercial travel minimums.

In fact, the calendar schedule of wage slavery may be lengthened under either of the two following conditions:

(1) If he does not enjoy 52 weeks of full employment as presumed above. He is guaranteed work opportunity for only 75% of the 48 hour work weeks in a six months period;

(2) If he spends any money for cigarettes, cinemas, reading materials, candy, home mailings, or comparable weekly needs. Thus he can pay his transportation bill in 43 weeks or in 29 weeks, only if he turns over the whole of his weekly net of $20.47 for that purpose.

Under these conditions, the Japanese worker certainly cannot

free himself in the initial six months contract period for which he has been brought to the United States; he must labor for more than six months in a 20th century form of involuntary servitude.

2. If a Japanese worker must return to his homeland for "compassionate reasons",he is obliged to use air transportation to and from Japan.

The Japanese Agricultural Worker Agreement stipulates that the worker shall be granted a homeland "furlough" for "compassionate reasons", provided he pays his own expenses to and from Japan, and provided he is not away from his job assignment for more than two weeks. The time limitation makes air travel essential, thus adding another $878 to the period of compulsory labor. The only possible escape from the time limit is the language "unless otherwise agreed to" by the employer association. Even a moderate view on the history of farm employers associations in California would preclude the possibility of such an exemption. The interpretation of "compassion" would remain with the employer association.

3. Determination of the Japanese workers' wage scale rests with the government of Japan and the farm employers association.

The Japanese Agricultural Workers Agreement provides that the Japanese be paid not less than "prevailing rates" paid domestics, said rate data to be determined by the Secretary of Labor. However, Point 11 of the General Agreement stipulates that where there is a question as to prevailing rates in an area, the determinations shall be made only by the government of Japan and the farm employers association.

Further, the "prevailing rate" provision of the Japanese Agricultural Workers Agreement may be removed at any moment by action of the sole amending powers: the government of Japan and the farm employers association.

4. The Japanese workers have no right to representation, no right to select their own spokesmen in dealings with the employers.

Article 21 of the U. S.-Mexican Agreement not only provides

that Mexican workers have the right to select representatives, but that such representatives shall be formally recognized by the employers. The Japanese workers have absolutely no right to select representatives.

Essentially, this means the Japanese worker will be reduced to that degradation which has been the plight of American workers on California farms - men, women, and children - during the past quarter of a century. The theoretical right of worker organization tends to check employers in their behavior toward the Mexicans; the impossibility of organization leaves the Japanese prostrate before a ruthless employer bloc.

5. Japanese workers may be used as strikebreakers against American workers.

Contract Article 22 of the U. S.-Mexican Agreement provides that no Mexican worker shall be used to fill any job which the Secretary of Labor finds is vacant because the occupant is on strike or locked out in the course of a labor dispute. Further, Article 22

provides that if a strike or lockout develops where Mexican workers are employed, the Secretary of Labor shall make "special efforts" to transfer them to other employment, and, failing in that effort, shall terminate their work contract and withdraw them from employment.

There is no strike-lockout protection of any kind for American workers in the Japanese importation scheme.

The history of labor relations in California agriculture indicates that large growers would immediately turn the Japanese workers against American farm workers if a strike or lockout occurred. Indeed, history suggests the growers would recruit Japanese or other foreign workers for the sole purpose of strikebreaking if employer profits called for such action.

6. The worker grievance procedures in the General Agreement stipulate that the grievance committee shall consist only of a representative

of the government of Japan and a representative of the farm employers association.

The denial of worker vote in the grievance procedure is a direct contrast to general U. S. employer policies which provide for representation of both employer and worker in the weighing of disputes. The prospects of equitable treatment for the Japanese worker in the agreement are indeed black; on the one hand, he faces a grim employer adversary; on the other, the agent of a government which has signed him into coercive employment.

7. The Japanese workers must contribute five percent of their wages to a welfare fund over which they have abolutely no control - no voice, no vote.

Both the General Agreement and the Japanese Agriculture Worker Agreement fail to enumerate any benefits the employee may obtain from the welfare fund, other than the possible payment of transportation back to Japan if a penniless worker is compelled to

return to his homeland before expiration of the contract agreements.

There is no provision guarding against these funds being used entirely to pay administrative costs incurred by the government of Japan or the farm employers association.

8. The Japanese worker must contribute fifty percent of all earnings above $20, after deductions, in each pay period to a fund which becomes the property of the government of Japan in the event he dies in America or fails to return to his homeland.

The Japanese Agricultural Worker Agreement stipulates that moneys deducted under the "50% provision" shall be given back to the worker only "on his return to Japan after completion of his assignment in the United States."

Further, the deduction rate may be increased at any time by action of the government of Japan and the farm employers. The workers agreement provides the deduction shall be "at least" 50% of pay period money above $20, after regular deductions.